

AG Contract No. KR97 1125TRN  
ADOT ECS File: JPA 97-86  
Project: G1050 66C  
Section: Gila River Bridge ESP Construction

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
MARICOPA COUNTY

THIS AGREEMENT is entered into 11 September, 1997,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,  
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF  
TRANSPORTATION (the "State") and MARICOPA COUNTY, acting by and through its  
BOARD OF SUPERVISORS (the "County").

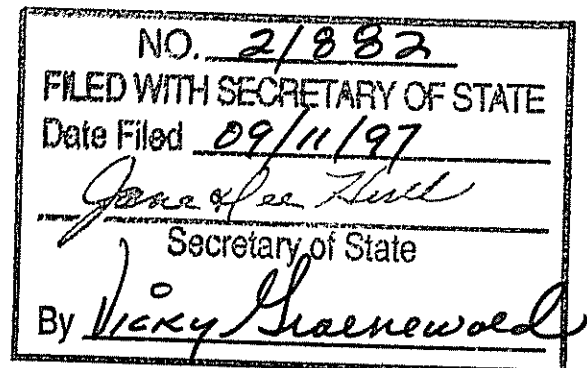
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 41-1513 and 28-1895 et seq to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The County has requested Economic Strength Project (ESP) funds in the amount of \$350,000.00; the Commerce and Economic Development Commission have recommended the approval of such funds for the County, and the Transportation Board has approved the funding, for the construction of a new bridge over the Gila River at 115th Avenue, to provide improved access, and aid in the retention and development of local business, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:  
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## II. SCOPE

### 1. The County will:

a. Insure the additional commitment of 97% of the total estimated Project cost, or \$12,450,000.00, whichever is more, from the County or other sources (not including ESP funds) to the Project. Accomplish construction of the Project by public bidding, in strict compliance with State procurement laws, rules and regulations. Upon completion, approve and accept the Project on behalf of the County and provide maintenance.

b. No more often than monthly, invoice the State for ESP funds (Arizona Department of Commerce, ATTN: Strategic Finance Division, ESP Program Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85012), in an amount not to exceed \$350,000.00.

c. Provide the State a copy of the executed Project contract(s), and draw down and expend the State ESP funds no later than twelve (12) months after the effective date of this agreement. Provide the State detailed written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable and appropriate documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended.

d. Reimburse the State any funds received from the State under this agreement which are not specifically and directly expended in compliance with the ESP grant application, which is attached hereto and made a part hereof, and are subsequently disallowed by the State.

e. Provide the State (Arizona Department of Commerce, ATTN: Strategic Finance Division, ESP Program Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85012) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report detailing the direct and indirect impact of the Project, to include jobs created, jobs retained and related data.

### 2. The State will:

Within thirty (30) days after receipt and approval of the ESP contract(s) and subsequent monthly progress payment invoices, reimburse the County for work completed on the Project funds in an amount not to exceed \$350,000.00.

## III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the County by reason of state law under which funds for the Project are authorized to be expended.

2. The County agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance by the State of any of the provisions of this agreement.

3. The total amount of ESP funds expended under this agreement shall not exceed 3% of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project, reimbursement and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental agency, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party. Further, this agreement may be terminated and the ESP grant cancelled by the State if the County, in the opinion of and by action of the Transportation Board, fails to pursue due diligence on the Project or in the performance of any of the terms of this agreement.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of State employees.

7. The provisions of Arizona Revised Statutes Section 35-214 pertaining to 5 year records retention by the County and audit by the State are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

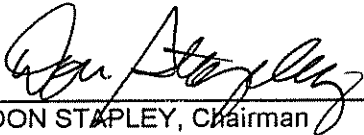
Maricopa County  
Transportation Director  
2901 West Durango Street  
Phoenix, AZ 85009

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

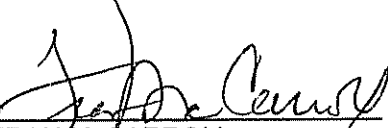
MARICOPA COUNTY

STATE OF ARIZONA  
Department of Transportation

By   
DON STAPLEY, Chairman  
Board of Supervisors

By   
JAY KLAGGE, Director  
Transportation Planning

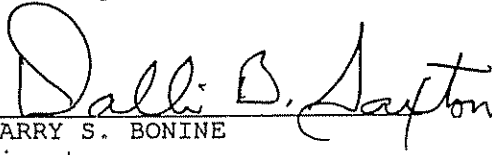
ATTEST:

By   
FRAN MCCARROLL  
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 30th day of May 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Maricopa County for the purpose of defining responsibilities for conveying Economic Strength Development funds to the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

  
for LARRY S. BONINE  
Director

APPROVAL OF THE MARICOPA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and MARICOPA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 6 day of Aug, 1997.

  
\_\_\_\_\_  
County Attorney

ECONOMIC STRENGTH PROJECTS  
REQUEST FOR PROPOSAL  
FY 1997 -- ROUND 2  
March 14, 1997

**APPLICATION FORM**

1. *NAME, ADDRESS, AND COUNTY OF APPLICANT(S):*  
**Maricopa County Department of Transportation**  
**2901 West Durango Street**  
**Phoenix, Arizona 85009**

2. *TYPE OF ORGANIZATION OF APPLICANT: (Check one)*

- a) ☒ Local Government only  
b) ☐ Private Non Profit /Local Government Joint Application:

Name of Non Profit Agency Involved **N.A.**

Name of Local Government Involved **N.A.**

3. *Describe the function or purpose of applicant organization.*

**To develop and implement a safe, effective and resource-efficient mobility system that meets the region's current and future needs in an environmentally balanced manner through integrated planning and management of transportation programs and facilities.**

4. *Name, address, and phone number of contact person:*

**Michael Dawson, Manager Policy and Analysis Division**  
**Maricopa County Department of Transportation**  
**2901 W. Durango**  
**Phoenix, Arizona 85009**  
**(602) 506-8510**

5. *Describe the private sector project or activity for which the related ESP funding is requested.*

The private sector project is a 25,000 seat expansion at Phoenix International Raceway (PIR) at a cost of \$10 million. Currently PIR has permanent seating for approximately 67,000 fans. This amount of seating is not adequate for larger races such as NASCAR. At the October, 1996 NASCAR race the total attendance reached 209,000 over four days, including some 25,000 fans sitting on the hillside above Turn Four and another 12,000 viewing the action from the infield. The demand for tickets to the NASCAR race at PIR has grown over the years by approximately ten percent per year. With these numbers in mind, it is obvious the track is at capacity and must add additional seating. The limiting factor, however, is ingress and egress. Even with the additional seating, fans would not be able to access the track during runoff events because of the lack of an all-weather crossing at the Gila River. This is not only the case with the NASCAR racing event, but with other PIR events as well.

A bridge over the Gila River at 116th Avenue would provide the all-weather crossing with the capability to match the current and future seating capacity of the track, as well as the needs of the area residents and expansion in the southwest valley. By way of the ESP project, the PIR expansion will generate an even greater revenue for the area and the State of Arizona. This revenue will come in the form of sales taxes, hotel occupancy taxes and other visitor revenue. For example, preliminary information from an Arizona State economic study (currently in progress) indicates in 1996 PIR generated \$114 million in visitor spending compared with \$108.6 million generated by the 1996 Super Bowl. It is estimated this visitor spending will increase by more than 35 percent by the year 2000 with the ESP project and the PIR track expansion completed. (See Attachment A, commitment letter from PIR)

6. *Describe the Economic Strength Project for which funding is requested. Describe how the ESP project supports/relates to the private sector project described in #5 above.*

A bridge across the Gila River at 116th Avenue in the City of Avondale would allow safe all-weather crossing access to southern Avondale, PIR, the Estrella Mountain Regional Park (a Maricopa County Park) and the new homes south of the river. It will also open up the currently landlocked northwest quadrant of the Gila River Indian Reservation. The bridge has been designed and engineered as a joint project of the Maricopa County Department of Transportation and the City of Avondale. It will provide four lanes of traffic on the daily basis, with a protected pedestrian walkway. On the days of major spectator events at PIR, the bridge traffic flow would be adjusted to accommodate directional flow. (i.e., 3 in, 1 out and vice versa).



7. *Describe how the private sector project fits into the community's overall economic development efforts.*

The PIR stadium expansion of 25,000 seats fits into both Avondale's short term and long term economic development plans. From a short term perspective, this expansion is one of the keys to Avondale's success in economic development over the next five years. It will significantly increase retail sales tax revenues, generate additional traffic to the track, increase Avondale's visibility and name recognition as a tourist destination. The retention and enhancement of PIR is a top priority, short term and long term, as listed in both the City Council's strategic planning documents and in the City's Focused Future economic development strategic plan.

Avondale's long term economic development plans call for extensive commercial, retail, and residential development in the area surrounding PIR. The expansion, along with the bridge, will be the catalyst for this development. The vision is that PIR will become a full service, full amenities tourist destination to include a hotel, resort, golf course, ancillary retail businesses such as gas stations, restaurants, and car rental agencies. In addition, several environmentally sensitive master planned communities are envisioned in the area to take advantage of the spectacular beauty. For example, the area includes the Estrella Regional Park, riparian corridor along the Gila River and several equestrian trails.

8. *Describe how the supporting ESP project fits into the Community's overall economic development efforts.*

The 116th Avenue bridge is essential to Avondale's overall economic development efforts because it will allow PIR to continue to contribute to the community's economic base. PIR is the highest sales tax revenue generator in the area. The bridge will also spur significant additional economic and commercial development and will make Avondale known as an accessible, friendly tourist destination. This economic development will enable the area to progress as envisioned in Avondale's long term economic development strategy.

9. *How will ongoing maintenance and repair be provided for the ESP project after construction/improvement?*

The City of Avondale will assume all maintenance responsibilities of the bridge and approaches upon completion of the construction including bridge inspections required by the State of Arizona every two years.

10. Description of ESP project. (Check one)

- a) ☐ This is an existing roadway.
- b) ☐ This is a new roadway.
- c) ☒ This is a bridge.
- d) ☐ This is an underpass.

11. Where is the private sector project located that is supported by this ESP project?

PIR is located on the far west side of the Phoenix metropolitan area. Specifically, PIR is located south of Baseline Road (Indian Springs Road), between 115th Avenue and 123rd Avenue (El Mirage Road). It is bordered on the north by the Gila River, on the east by the Gila River Indian Community, on the south by the Estrella Mountains, and on the west by state lands.

12. Where is the ESP project located?

a. In the community: **Avondale, Arizona**

b. In relation to the related private sector project:

**The ESP project is northeast of the raceway (See Attachment B).**

**The bridge will be constructed as a modified 115th Avenue alignment (116th Avenue).**

13. What is the length (in feet/miles) of the ESP project.

**The proposed ESP project will be 2,550 feet long.**

14. What is the width (in feet) of the ESP project.

**The proposed ESP project will be 74 feet wide.**

15. JOB CREATION

a. Construction Phase

Does your project create any public or private construction jobs?

Yes   X   No           

(1) *Number of construction jobs directly created by private sector*

**The PIR track expansion will employ an estimated 80 people during construction.**

*Number of days or months the construction jobs would last*

**The construction of the track expansion will last 24 months and be completed in 3 phases. Each phase will last approximately 8 months .**

*Average hourly wages -- \$20.00 per hour*

(2) *Number of construction jobs directly created by public sector*

**The ESP bridge project construction will employ approximately 200 people.**

*Average number of days or months the construction jobs would last*

**The construction of the ESP project will last 10 to 12 months @ 20 days per months.**

*Average hourly wages: \$30.00 per hour*

b. Operation Phase

(1) *Number of full-time permanent direct jobs created*

**The private sector project will create 78 new permanent full-time jobs.**

*Average hourly wages -- \$14.50 per hour*

(2) *Number of part-time permanent direct jobs created*

**The private sector project will create 676 new permanent part-time jobs**

*Average number of hours per week -- 22 hours per week*

*Average hourly wages -- \$10.50 per hour*

There are approximately 15 employers affiliated with PIR which will be directly affected by the ESP project. The following is a full and part-time industry breakdown of those employers:

<u>Full-time</u>	<u>Part-time</u>
Administrative (racing)	Administration
Catering/concessions	Catering/concessions
Communication	Communication
Janitorial	Construction
Merchandise	Janitorial
Security/Traffic	Merchandise
Ticketing	Traffic
Transportation	Ticketing
Waste Services	Transportation
	Waste Services

16. **JOB RETENTION**

a. *Number of permanent full-time direct jobs retained*

The private sector project will support 218 permanent full-time jobs

Average hourly wages -- \$14.50 per hour

b. *Number of permanent part-time direct jobs retained*

The private sector project will support 1894 permanent part-time jobs

Average number of hours per week -- 22 hours per week

Average hourly wages -- \$10.50 per hour

c. How would the lack of the ESP project cause, or contribute to, the loss of these directly effected jobs?

Auto racing is the fastest growing spectator sport in the country. Several new tracks have opened in neighboring states to capitalize on this popularity (i.e., Las Vegas has a new \$100 million facility which seats 180,000). Due to the limited number of NASCAR race dates, competition for this event is intense. For example, in October 1996, the NASCAR event at PIR drew a crowd of 209,000 people over a four day period with a record of 104,000 on the final race day.

In addition, because of the size and popularity of this event, the NASCAR race amounts to about half of all race activity at the track. To service these large crowds, the services of 15 companies from ten industry sectors are required. The majority of PIR's vendors rank PIR as their largest customer, therefore without PIR business they would feel substantial economic impact.

Without the bridge, the PIR expansion cannot take place because the current transportation infrastructure is inadequate to handle the traffic volume, when flood conditions exist. Without the expansion, the NASCAR sanctioning body will not justify keeping the NASCAR race at PIR when more safe, accessible and lucrative facilities are available in the region. It is estimated that the loss of this race will result in the loss of a substantial portion of the currently full and part-time jobs affiliated with the 15 affected companies, in addition to those which would have been created by the PIR expansion.

17. SEASONAL JOBS

*If seasonal jobs are a significant part of the operation of private businesses for which you have applied for ESP, complete the following. Otherwise, go to question 18. NA*

*(1). Are the seasonal jobs created or retained for one year, or would they be occurring on an on-going basis year after year? NA*

<b>Note: Private sector employment data provided by PIR and MCDOT</b>
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18. Capital Investment.

*a) What kind of new, additional capital investment will be made by the private sector business or industry assisted by this ESP project? (Building, equipment, etc. at this site).*

The \$10 million expansion is currently under design by Herman Orcutt of the Orcutt/Winslow Partnership. The expansion will take place on Turn One, with the addition of the 24,000 seat grandstand with sky boxes on the top of these stands. The sky boxes will hold an additional 1,000 fans. The raceway mall will also be expanded in the shade of the stands. The mall will house concessions - food and beverage, merchandise and racing memorabilia. This expansion will be done in 3 phases and is estimated to be completed by the year 2000.

*b) What is the purpose and dollar value of the new, additional capital investment that will be made by the private sector business or industry assisted by this ESP project?  
(See Attachment C)*

19. Cost/Benefit Calculation

*What is the likelihood that benefit resulting from the project will exceed the costs of the project?*

**Bridge Benefit:**

The present value of 50 years of travel time saving and vehicle operating saving (UNILINK cost/benefit analysis)= **\$ 74,270,000**

The cost to repair the road section due to flooding without the ESP project (because the road crosses the river)  
(MCDOT's 6 year repair cost average (155,625) \* (50 years)= **\$7,781,250**

The one-time construction tax revenues resulting from the ESP project (city and state)= **\$ 50,420**

The one-time construction tax revenue from PIR expansion (city and state)= **\$ 44,000**

The sales tax revenue from the PIR expansion resulting from the ESP project (based on \$50,000 per year for 20 years)=	city	<b>\$ 1,000,000</b>
(based on \$190,000 per year for 20 years)=	state	<b>\$ 3,800,000</b>

Estimated state and local tax on hotels, food, gas, shopping , etc. from the PIR expansion resulting from the ESP project (\$800 average per person, per visit multiplied by two major races per year by 25,000 new fans (PIR) by 20 years by 7.25 percent)= **\$ 58,000,000**

Sub Total **\$144,945,670**

**Bridge Costs:**

The present value of the cost of the bridge and PIR expansion = **\$22,800,000**

Benefit/Cost (for 50 years) = \$144,945,670 / \$22,800,000 = <b>6.36</b>
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\* Information based on the average life span of a bridge of 50 years.

20. What community(ies) will benefit from this project? How will each listed community benefit?  
The following communities benefit from the ESP project:

*Avondale* - Avondale benefits directly from both the bridge and the expansion. Direct benefits of the bridge are increased safety of citizens and visitors, reduction in air pollution, reduction in traffic jams and hazards, and full accessibility in case of emergencies at PIR and in the surrounding area. The direct benefit with the most impact to Avondale is the retention and expansion of Avondale's largest sales and property tax revenues generator. As stated earlier, without the bridge, there will be no expansion, and PIR could lose the NASCAR race. Avondale also will benefit indirectly because the bridge and the expansion will be the catalyst for significant retail, commercial, and residential development in the adjacent area. It will also bring greater name recognition for Avondale as well as make Avondale a more desirable tourist and residential destination, both of which are important in attracting quality economic development to the entire city, not just the immediate area.

*Southwest Valley* - The bridge and the expansion also brings direct benefits to the other Southwest Valley cities surrounding Avondale such as Goodyear, Tolleson, Buckeye, Gila Bend, Litchfield Park, and Phoenix. This revenue comes in form of sales tax revenues from food, lodging, car rental, gas, etc. Avondale lacks much in the way of these amenities at this time, so the majority of the out of state race fans currently stay in neighboring cities.

*Metropolitan Phoenix* - The entire metropolitan Phoenix area will continue to benefit directly and indirectly from sales tax revenues and jobs generated because race fans purchase goods and services in Avondale's neighboring communities. The expansion will bring increased revenues and jobs to all of metropolitan Phoenix.

*Maricopa County* - The largest benefit to the County is the cost savings associated with not having to repair the 116th Avenue crossing as a result of flooding. In the last six years, the road has flooded 4 times costing the county \$1,245,000 dollars in repairs.

*State of Arizona* - Arizona benefits directly and indirectly from the ESP project by PIR's enormous economic influence on the state. Through food and lodging, automobile rental and tourist activity the state collectively receives approximately \$216 million a year. Seventy-two percent of fans attending PIR events travel to the track from outside the state bringing visitor dollars to Arizona. The average stay of a race fan in Arizona is just over four days, where they spend an average of \$800 per person per trip. During their stay in Arizona, some thirty-five percent of the fans visit other tourist attractions as well.

21. *List the names of local economic development organizations, and a contact person for each, which are involved with this private sector project. Attach documentation (letters of support, etc.) showing the involvement and level of support of each organization.  
(See Attachment D)*
22. *What is the total cost of the entire project? \$22,800,000*
23. *What is the total cost of the ESP portion of the project? \$12,800,000*
24. *Complete and attach the Budget Detail Schedule (See Attachment E)*
25. *Complete and attach the Sources and Uses Schedule (See Attachment F)*
26. *Of the total ESP project cost listed in #23 above, how much financial assistance are you requesting from the Economic Strength Projects Fund? \$ 500,000*



27. List the sources and amounts of matching funds (both private and public) that will be a part of the total direct ESP project cost.

a) PUBLIC FUNDS:

Amount

(1) Name of public entity contributing the match.

Maricopa Association of Governments

Surface Transportation Projects (STP)

\$ 2.627 million

Arizona Department of Transportation

Bridge Replacement Funds

\$ 2.0 million

Sub Total

\$ 4.627 million

(2) Cash match contributed to the project.

Source (general fund, grants, HURF, etc.)

Maricopa County

\$ 3.8 million

Through legislative action

(HB 2353, see notation below)

\$ up to 5 million

Sub Total

\$ up to 12.8 million

(3) In-kind match contributed to the project.

NA

b) PRIVATE SECTOR FUNDS:

Name of private sector company(ies) contributing

matching funds to the ESP project, (if any)

NA

Total

\$ up to 12.8 million

Note: The pending HB 2353 will allow the State of Arizona, for the purpose of constructing a bridge, to utilize sales tax revenues generated at PIR. The State will direct the deposit of these monies to a special construction account maintained by the Maricopa County Treasurer, who will receive monies in monthly installments based on the yearly state sales tax revenue that is generated at PIR. The county will issue bonds to fund the bridge construction.

28. LOCAL UTILITY OR OTHER INFRASTRUCTURE EXPENDITURES:

a) *What indirect local public utility or other infrastructure expenditures will need to be made in connection with (1) the private sector project, and (2) the ESP project? For example, expansion of water or waste water treatment facilities due to demands of the new business which the ESP project is assisting; extension of utility lines, major drainage improvements, etc.).*

The expansion of water and other utility lines are expected and accommodated within the design of the ESP project. (The proposed bridge will be designed and constructed with water and sewer sleeves included. When significant increased commercial and residential growth occurs, the City of Avondale will have the ability to cross the Gila River by utilizing these sleeves and limiting future costs).

There will be indirect expenditures for utilities and other infrastructure necessary as a result of significant increased commercial and residential growth to the adjacent area over the next ten to twenty years. However, none of these expenditures are a direct result of either project proposed in this grant. The City of Avondale has already included the probable indirect infrastructure expenditures in its long term Capital Improvement Program.

29. *How will the infrastructure expenditures listed in #28 above be funded?*

Future utility expenditures will be funded through the city of Avondale and through developers.

30. *How soon after receiving approval of your ESP proposal could you begin construction on:*

- (a) *The private sector project? Construction could begin within ten months.*
- (b) *The ESP project? Construction could begin within ten months.*

31. *How long will the private sector project take to complete from start to finish?*

Construction is estimated to last a total of twenty-four months

32. *How long will the ESP project take to complete from start to finish?*

Construction is estimated to be completed in twelve months. Average work schedules follow a ten-hour per day twenty-day per month format.

33. *List below the major milestone activities to be completed in the project and the time schedules for each. Note: Include the construction dates and purchase dates of the capital investments of the private sector.*

(See Attachment G)

34. *Is there any opposition to either the private sector project or the ESP project? If so, from whom and what is the nature of the opposition?*

There was no opposition to the ESP project during the extensive public involvement process.

(See Attachment H for documented public involvement).

At this preliminary stage formal outreach has not occurred. However, the PIR seating expansion would be made within the track facility and therefore would have minimal impact on the surrounding area.

(See Attachment I for letters of support)

35. *Is the project located in*        X   *disadvantaged area of state?*  
     X   *rural area of state?*  
     X   *Enterprise Zone area of state?*

36. *Has this applying entity ever received any previous ESP grant funds.*  
NO \_\_\_\_\_ YES   X        DATE RECEIVED: JUNE, 1996

AMOUNT RECEIVED: \$ 444,913.00 (Eagle Eye Road Project)  
(See Attachment J, Eagle Eye Road Project Final Economic Report)


37. Certification:

*I certify that this project is compatible with other transportation facilities and conforms to all applicable construction and engineering standards.*

NAME: Thomas R. Buick

TITLE: P.E. Director and County Engineer

DATE: March 13, 1997

SIGNATURE: 

*Researched and written by Mark Mourey -- March 13, 1997*  
*Maricopa County Department of Transportation, Policy and Analysis Division*  
*l:planning.mark.116th grant*



P.O. Box 13088 • Phoenix, Arizona 85002  
Office: 1313 North Second Street, Suite 1300  
Phoenix, Arizona 85004  
602.252.3833 • FAX 602.254.4622  
Tickets: 602.252.2227

March 3, 1997

Albert Nicols  
Strategic Finance Division  
Arizona Department of Commerce  
3800 N Central Avenue, #1500  
Phoenix, AZ 85012

Dear Mr. Nicols:

This letter sets forth our plans regarding the proposed expansion of Phoenix International Raceway. These plans are dependent upon the construction of the Gila River bridge and related infrastructure.

At the October 1996 NASCAR series, PIR drew a record one-day crowd of 104,000 for the final race day. With proper roadways and a bridge, PIR could easily accommodate 150,000 to 200,000 fans for this race. I am therefore planning a \$10 million dollar/25,000 seat expansion of the facility if HB 2353 is successful in passing the Legislature.

At this time, Herman Orcutt of the Orcutt/Winslow Partnership is working on the expansion plans. On the drawing board is an expansion on Turn One that will have an additional 24,000 seat grandstand with sky boxes on the top of these stands. The sky boxes will hold an additional 1,000 fans. We will also be extending our raceway mall which will be placed in the shade of the stands. The mall will house concessions - food and beverage, merchandise and racing memorabilia. We plan to do this expansion in three phases with the first phase starting as soon as the construction begins on the bridge. We anticipate that the expansion will be completed by the year 2000.

Since I first brought NASCAR to Arizona in 1988, we have experienced a 10% annual growth rate in attendance every year. Even with this expansion, we will not be able to keep pace with the demand for tickets.

I hope this information is helpful to you. Please feel free to call me or Judi Hamilton at (602) 252-3833 if you have any questions.

Sincerely,

Emmett "Buddy" Jobe

*Only the best.  
Since 1964.*



P.O. Box 13088 • Phoenix, Arizona 85002  
Office: 1313 North Second Street, Suite 1300  
Phoenix, Arizona 85004  
602.252.3833 • FAX 602.254.4622  
Tickets: 602.252.2227

February 5, 1997

The Honorable Don Aldridge  
Arizona House of Representatives  
1700 W. Washington  
Phoenix, AZ 85007

Dear Don:

As the owner of Phoenix International Raceway, I am writing to request your vote in support of HB 2353 Gila river bridge. The bill will be coming for a floor vote on Friday, February 7th.

Phoenix International Raceway represents the largest sporting event in Arizona. With five races each year, PIR *annually* generates spending by out of state visitors greater than that of the Super Bowl. The track is also responsible for 4590 full-time equivalent jobs. Unfortunately, PIR is under tremendous pressure to provide the very best to the sanctioning bodies and our race fans. I have done all I can over the last ten years to improve the track with substantial private investment, but I cannot address our biggest challenge - that of ingress and egress.

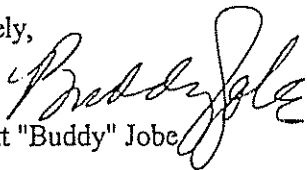
With new tracks opening in Las Vegas (a \$100 million facility), Texas and California, the competition has brought the bridge and road situation around the Gila River to a critical point. Indeed, PIR is in danger of losing its largest race, the NASCAR Winston Cup, if the ingress and egress problems are not addressed. This race amounts to about half of all race activity at the track. In October 1996, the NASCAR drew a crowd of 209,000 over a four day period with a record of 104,000 on the final race day, along with live national television and radio audiences (see the enclosed photo). Over 72% of the attendees are out-of-state visitors.

HB 2353 will resolve the ingress and egress situation by setting aside the sales tax revenue paid by PIR to pay back Maricopa County to bond the bridge project. It does not appropriate any funds.

As is evidenced by our well-financed competition, auto racing is rapidly gaining in popularity around the country. With proper roadways and a bridge over the river, PIR could easily accommodate 150,000 to 200,000 fans for the NASCAR race and I am planning a \$10 million dollar/25,000 seat expansion of the facility if HB 2353 is successful. It is my sincere hope that, in the near future, I can go to the national sanctioning bodies and tell them that the State is willing to help such an exciting and profitable industry to continue to thrive in Arizona.

Thank you for your consideration. Please feel free to call me if you have any questions.

Sincerely,

  
Emmett "Buddy" Jobe

*Only the best.  
Since 1964.*

# MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

## ENGINEERING DIVISION

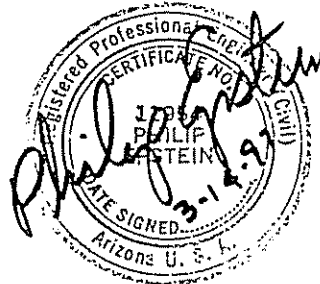
### SUMMARY COST SHEET

Project Name / Location: 116TH AVENUE BRIDGE AT GILA RIVER

Work Order Number: 68832

Project Cost Item:	Cost:
Construction .....	\$10,700,000
Design .....	\$910,000
Construction Management ...	\$880,000
Right of Way .....	\$80,000
Utility Relocation .....	\$30,000
Administration .....	\$200,000
 TOTAL .....	 \$12,800,000

Philip Epstein  
February 26, 1997



## MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

## ENGINEER'S FINAL ESTIMATE

116th Avenue Bridge  
at Gila River  
Work Order No. 68832

Date: 1-08-97  
Made By: P.E.  
Chkd By: \_\_\_\_\_

ITEM NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
107-1	Temporary Fencing	Lump Sum	1	-	\$5,000.00
107-2	Community Relations	Lump Sum	1	-	\$50,000.00
107-3	S.W.P.P. Plan	Lump Sum	1	-	\$30,000.00
110	Mobilization	Lump Sum	1	-	\$200,000.00
111	Engineer's Office	Lump Sum	1	-	\$20,000.00
210	Borrow Excavation	Cu.Meters	170,000	\$5.00	\$850,000.00
212	C.S.A. Bank Protection	Cu. Meters	24,200	\$40.00	\$968,000.00
213	Dewatering	Lump Sum	1	-	\$250,000.00
301	Subgrade Preparation	Sq.Meters	38,900	\$3.00	\$116,700.00
310	Aggregate Base	Metric Ton	16,900	\$7.00	\$118,300.00
315	Bituminous Prime Coat	Metric Ton	40	\$300.00	\$12,000.00
321	Asphalt Concrete	Metric Ton	7,700	\$35.00	\$269,500.00
329	Bituminous Tack Coat	Metric Ton	15	\$300.00	\$4,500.00
333-1	Fog Seal Coat	Metric Ton	27	\$250.00	\$6,750.00
333-2	Sand Blotter	Metric Ton	66	\$30.00	\$1,980.00
340-1	Concrete Embankment Curb	Lin.Meter	590	\$7.00	\$4,130.00
340-2	Concrete Spillway	Each	10	\$1,000.00	\$10,000.00
350	Removal of Existing Improvements	Lump Sum	1	-	\$40,000.00
401	Traffic Control	Lump Sum	1	-	\$5,000.00
402	Electrical Conduit, 100mm PVC	Lin.Meter	72	\$25.00	\$1,800.00
405	Survey Monument, MAG 120, Type B	Each	8	\$200.00	\$1,600.00
415	Guard Rail	Lin.Meter	770	\$50.00	\$38,500.00
420-1	Chain Link Fence	Lin.Meter	1,660	\$45.00	\$74,700.00
420-2	Double Fence Gate	Each	2	\$1,000.00	\$2,000.00
502-1	Drilled Shaft, 1525mm Diameter	Lin.Meter	183	\$200.00	\$36,600.00
502-2	Drilled Shaft, 2135mm Diameter	Lin.Meter	2,169	\$250.00	\$542,250.00
505-1	Class A Concrete	Cu.Meter	772	\$200.00	\$154,400.00
505-2	Class AA Concrete, Drilled Shaft	Cu.Meter	8,099	\$220.00	\$1,781,780.00
505-3	Class AA Concrete	Cu.Meter	6,882	\$250.00	\$1,720,500.00
505-4	Reinforcing Steel	Kilogram	2,320,000	\$0.80	\$1,856,000.00
505-5	Barrier Rail Transition	Lin.Meter	80	\$60.00	\$4,800.00
505-6	Manhole, MAG 520	Each	4	\$1,500.00	\$6,000.00
505-7	Catch Basin, MAG 535, Type F	Each	6	\$1,300.00	\$7,800.00
505-8	Catch Basin, MAG 538, Type H	Each	1	\$1,300.00	\$1,300.00
506	Precast Concrete Girders	Each	162	\$9,000.00	\$1,458,000.00
515-1	Irrigation Slide Gate	Each	1	\$250.00	\$250.00
515-2	Drainage Gate (450 mm Pipe)	Each	1	\$300.00	\$300.00
515-3	Drainage Gate (760 mm Pipe)	Each	3	\$300.00	\$900.00
515-4	Drainage Gate (910 mm Pipe)	Each	3	\$300.00	\$900.00
610-1	Ductile Iron Pipe, 410mm	Lin.Meter	790	\$100.00	\$79,000.00
610-2	Air/Vacuum Relief Valve	Each	2	\$2,000.00	\$4,000.00

## MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

## ENGINEER'S FINAL ESTIMATE

116th Avenue Bridge  
at Gila River  
Work Order No. 68832

Date: 1-08-97  
Made By: P.E.  
Chkd By: \_\_\_\_\_

ITEM NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
615-1	Ductile Iron Pipe, 305mm	Lin.Meter	729	\$80.00	\$58,320.00
615-2	Lined Ductile Iron Pipe, 305mm	Lin.Meter	61	\$100.00	\$6,100.00
618-1	380mm Reinforced Concrete Pipe	Lin.Meter	106	\$100.00	\$10,600.00
618-2	450mm Reinforced Concrete Pipe	Lin.Meter	71	\$125.00	\$8,875.00
618-3	610mm Reinforced Concrete Pipe	Lin.Meter	50	\$150.00	\$7,500.00
618-4	760mm Reinforced Concrete Pipe	Lin.Meter	307	\$175.00	\$53,725.00
618-5	910mm Reinforced Concrete Pipe	Lin.Meter	103	\$200.00	\$20,600.00
623	Headwall, MAG 501	Sq. Meter	24	\$140.00	\$3,360.00
635	Concrete Lined Ditch	Lin.Meter	209	\$50.00	\$10,450.00
901	Four (4) Trainees	Hours	2,000	\$0.80	\$1,600.00
	TOTAL				\$10,911,370.00



## ATTACHMENT F

### SOURCES AND USES STATEMENT

#### I. USES:

##### A. Private Sector Related

- |    |                               |               |
|----|-------------------------------|---------------|
| 1. | New race seating construction | \$8.1 million |
| 2. | Pedestrian Bridges            | \$ .7 million |
| 3. | Pedestrian Race Mall          | \$ .6 million |
| 4. | Additional Parking            | \$ .6 million |

Sub Total	<u>\$ 10 million</u>
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##### B. Public Sector Related

- |    |  |                        |
|----|--|------------------------|
| 1. | Total ESP project improvements<br>(Grand Total of Total Activity Costs in<br>Attachment E and Item 23 in the Application)  | <u>\$ 12.8 million</u> |
| 2. | Local public sector improvements<br>(Infrastructure improvements directly related to the project and located on or<br>contiguous to the project site. Do not include ESP related costs here) | NA                     |
| 3. | Other _____  | NA                     |

C. Total Uses	<u>\$ 22.8 million</u>
---------------	------------------------

#### II. SOURCES:

- |    |   |                 |
|----|---|-----------------|
| A. | Private sector project investment ((Item 18 b) Total))  | \$ 10 million   |
| B. | Local public sector (direct project related)            | NA              |
| C. | Economic Strength Projects Fund (State funds) (Item 26) | \$ 500,000      |
| D. | ESP match   |                 |
|    | (2) From the public sector ((items 27 a)(1)(2) &(3))    | \$ 12.3 million |
|    | (1) From the private sector ((Item 27 b))               | NA              |

F. Total Sources	<u>\$ 22.8 million</u>
------------------	------------------------

\* Total Uses (I.C.) must equal Total Sources (II.F.)

TASK	1993 -- 1995	1996	1997	1998
Design Concept Report	4 MONTHS			
Environmental	6 MONTHS			
Design	12 MONTHS			
Right of Way*			6 MONTHS	
Contracts & Specifications			3 MONTHS	
Construction*			2 MONTHS FROM FUNDING	

TASK	1993 -- 1995	1996	1997	1998
Design Concept Report	4 MONTHS			
Environmental	6 MONTHS			
Design	12 MONTHS			
Right of Way*			6 MONTHS	
Contracts & Specifications			3 MONTHS	
Construction*			2 MONTHS FROM FUNDING	

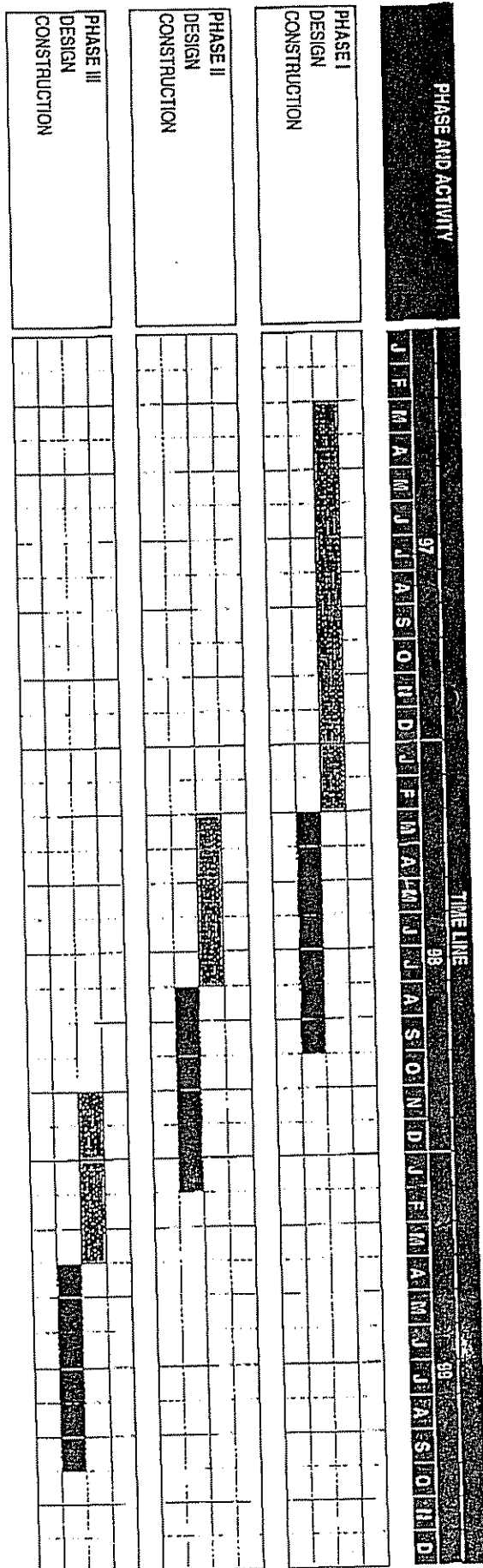
Activity ID	Activity description	Orig Dur	% cmplt	Early start	Early finish	1995	1996	1997	1998	1999
AK01C1001	116th Ave Bridge	869*	41	10-02-95A	03-18-99					
AK21PA300	IGA PHASE	66*	0	12-29-98	04-02-99					
AK21PA340	Monitor IGA Compliance	66	0	12-29-98	04-02-99					
AK21PA345	IGA Complete	0	0		04-02-99					
AK22PL370	Arizona Game & Fish Review	115	100	02-19-96A	07-12-96A					
AK22PL374	Prepare & Submit Environmental	219	100	02-19-96A	02-07-97A					
AK25RW500	Corps Review	82	0	02-10-97A	06-25-97					
AK25RW512	ROW ACQUISITION PHASE	504*	70	10-02-95A	09-30-97					
AK25RW524	Title Reports	132	100	12-01-95A	06-10-96A					
AK25RW530	Delineation	23	100	10-02-95A	07-26-96A					
AK25RW536	Appraisals	64	100	07-29-96A	10-28-96A					
AK25RW545	ROW Offer & Negotiation	119	0	10-29-96A	08-18-97					
AK25RW545	Open & Close Escrow	30	0	08-19-97	09-30-97					
AK25RW575	ROW Acquired	0	0		09-30-97					
AK23EN600	DESIGN PHASE	213*	100	12-01-95A	10-03-96A					
AK23EN652	Prep 80% Design Docs	26	100	12-01-95A	01-30-96A					
AK23EN654	Rvw 90% Design Docs	11	100	01-31-96A	02-14-96A					
AK23EN664	90% Project Mfg	0	100	02-15-96A						
AK23EN668	Prep 100% Design Docs	30	100	02-16-96A	07-02-96A					
AK23EN670	Finalize Specs	20	100	07-03-96A	10-03-96A					
AK23EN672	Rvw 100% Design Docs	5	100	07-03-96A	07-08-96A					
AK23EN680	Proj Mfg/PS&E	5	100	09-03-96A	09-09-96A					
AK23EN682	Seal Design Docs	0	100		10-03-96A					
AK30CT700	BIDDING PHASE	79*	0	07-01-97	10-22-97					
AK30CT710	Prep Agenda Summary, Auth Adver.	30	0	07-01-97*	08-12-97					
AK30CT715	Prep Route & Signoff on Sched to Bid	5	0	07-01-97*	07-08-97					
AK30CT720	Prep Bid Documents	1	0	07-09-97	07-09-97					
AK30CT725	Print Bid Documents	5	0	08-19-97	08-25-97					
AK30CT730	Advertise Project & Bidding Activities	20	0	08-26-97	09-23-97					
AK30CT755	Bid Opening & Verification	0	0		09-23-97					
AK30CT765	Contractors Prep & Award	20	0	09-24-97	10-22-97					
AK31UT800	CONSTRUCTION PHASE	310*	0	10-01-97	12-28-98					
AK28UT815	Utility Relocation	60	0	10-01-97	12-29-97					
AK31OP840	Pre-Construct Activities	29	0	10-23-97	12-04-97					
AK31OP905	Begin Construction	0	0	12-30-97						
AK31CT910	Construction	250	0	12-30-97	12-28-98					
AK31OP920	Final Acceptance of Project	0	0		12-28-98					
AK29PA935	Bill IGA Partners	20	0	12-29-98	01-27-99					
AK29PA940	IGA's Paid	30	0	01-28-99	03-11-99					
AK31OP950	Post Construction Activities	55	0	12-29-98	03-18-99					
AK31OP985	Project Complete	0	0		03-18-99					

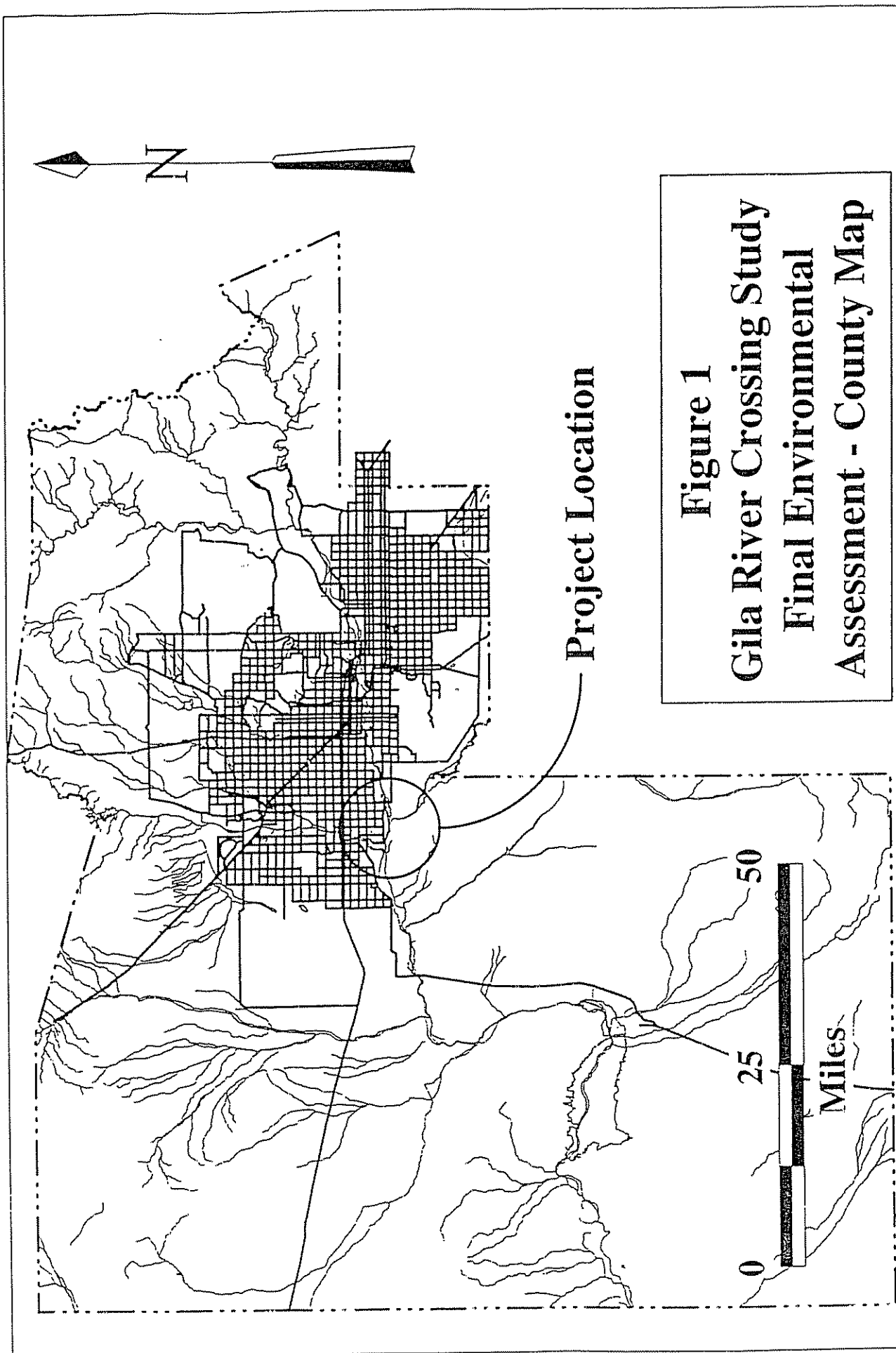
Sheet 1 of 1

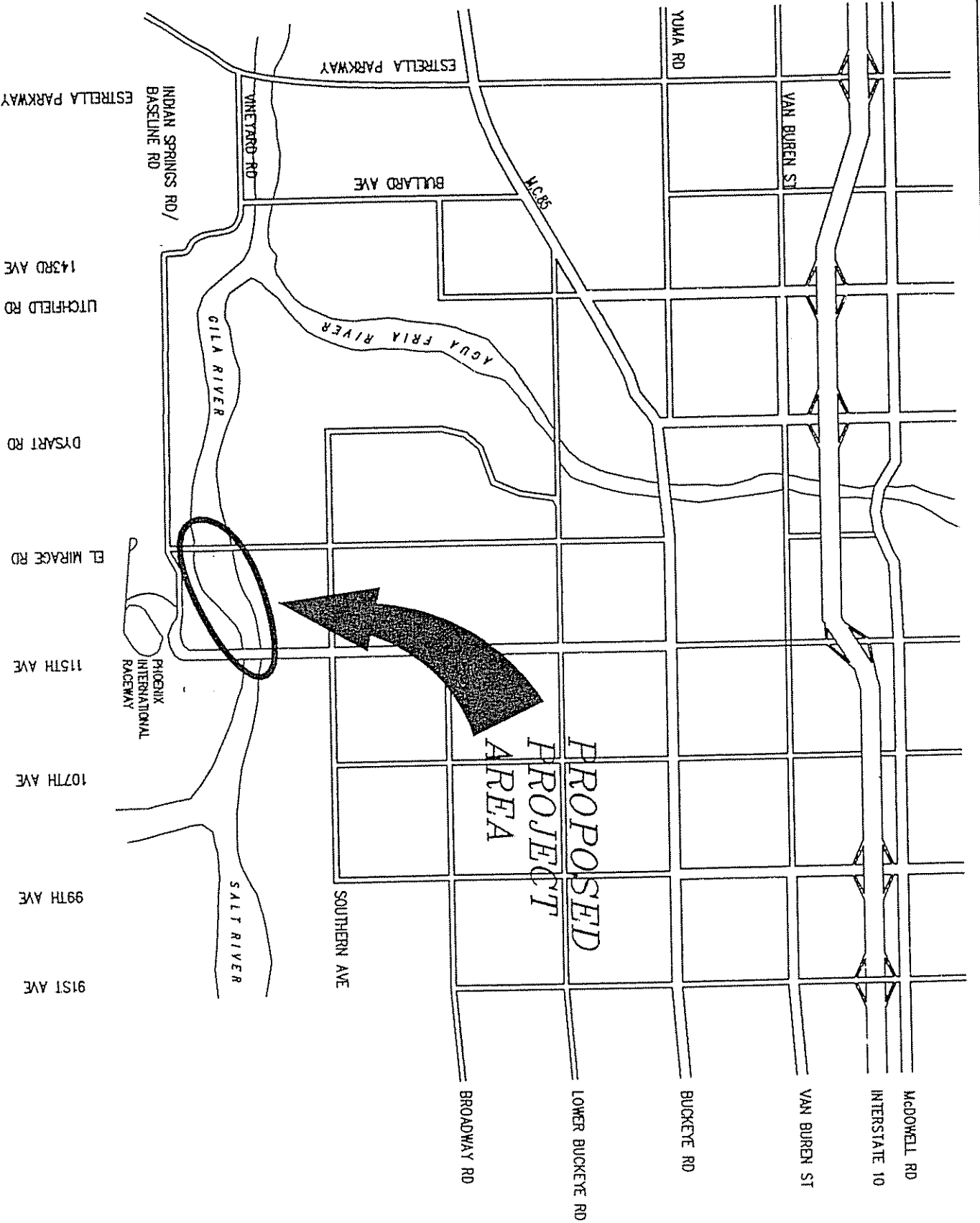
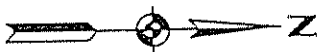
MARICOPA CNTY DEPT OF TRANSPORTATION  
116TH AVE BRIDGE  
WO# 68832 LT-01



# **Proposed Project Schedule** Phoenix International Raceway Grandstand, Pedestrian Race Mall, Pedestrian Bridge and Parking Improvements









STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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GRANT WOODS  
ATTORNEY GENERAL

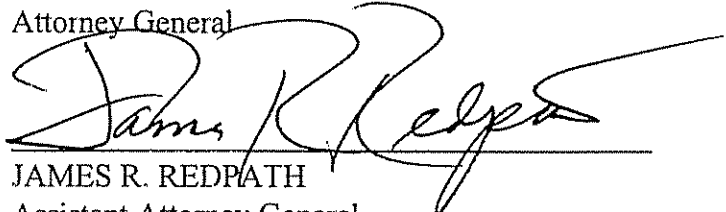
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-1125TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED August 29, 1997.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ev/7441